

Durcon Solid Phenolic Compact - Limited Warranty

Laboratory Tops, Inc. d/b/a “Durcon” (hereinafter referred to as the “Warrantor”) warrants to the original purchaser that the materials and workmanship of Durcon Solid Phenolic Compact panels (hereinafter referred to as the “Durcon SPC”) shall conform to the standards set forth on the applicable Durcon technical data sheets (hereinafter referred to as the “Purchaser”), subject to the following limitations and conditions:

1. Color stability, resistance to chemicals, impact and fracture, mechanical and other technical specifications in the applicable Durcon SPC product data sheets.

Durcon SPC is a Compact Laminate according to EN 438 part 4, with an improved resistance against specific chemicals. For the period of one (1) year from the date of delivery by the Warrantor to Purchaser, Durcon SPC products shall display the properties and meet the requirements of SEFA3 as per the Durcon SPC product data sheet as published on www.durcon.com in the versions applicable at the time of delivery. This warranty does not cover any supplementary contractual agreements concerning material properties.

2. Delamination

For the period of ten (10) years from the date of delivery by the Warrantor to Purchaser, Durcon SPC products are warranted against delamination.

3. Scope of the Warranty

This Warranty applies only to Durcon SPC product in its original installation, purchased by the original purchaser, and with the original invoice. This Warranty does not cover exterior applications and, absent advance express written authorization signed by an officer of Durcon, is not transferable and expires upon transfer by the original purchaser. Durcon shall conduct an inquiry to determine the nature and source of the failure. If the failure is due to a defect covered by the Warranty, the Purchaser’s sole remedy shall be repair or replacement of all or any part of the defective Durcon SPC product, at Durcon’s option. Durcon shall not be responsible for any of the following: (a) any repairs, adjustments, alterations, or replacements required as a result of normal wear and tear, installation not in accordance with the installation and layout instructions provided by Durcon, use of the product in a manner for which the product was not designed, or customer error or omission in specifications provided to Durcon; (b) costs associated with hardware, adhesives, removal of defective product, or installation of replacement product; (c) the cost of any attempt to correct defects in Durcon product without prior written authorization from Durcon; and (d) any incidental or consequential damages of a customer arising from a defective Durcon SPC product, including (without limitation) the customer’s loss of use or loss of profits.

THE REPAIR/REPLACEMENT OBLIGATIONS OF DURCON SET FORTH ABOVE ARE THE EXCLUSIVE REMEDIES FOR ALL CONTRACT OR TORT LIABILITIES OF DURCON OR ITS SUPPLIERS REGARDING DURCON SPC PRODUCT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH ABOVE. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

4. Prerequisites for Performance of the Warranty

Prerequisites for the performance of this warranty are the observation and following of the respectively applicable processing regulations for Durcon SPC, as published on www.durcon.com, regarding the following: storage and handling, transport, application, and observation of the pertinent construction regulations. In addition, a warranty claim is only valid once the purchase price for the Durcon SPC panels has been settled in full. The assertion of a warranty claim is excluded if and in so far as the claimed damages are recoverable under an insurance policy taken out by the Purchaser or any end user. Any claim arising out of this Warranty must be submitted in writing to Warrantor at the following address no later than one (1) year after the date on which the Purchaser becomes aware of the claimed defect:

Durcon
206 Allison Drive
Taylor, TX 76574
Attention: Customer Service/Warranty Claims

5. Cleaning and Care

Durcon SPC panels can be cleaned only with soap and detergent solution or pursuant to the cleaning recommendations in the product data sheet published on www.durcon.com. The use of any cleaning agents with scouring components, paint thinners, white spirits, or similar items will void the warranty.

6. Applicable Law and Legal Venue

The foregoing warranty shall be governed by the laws of the State of Texas.